

LEASE AGREEMENT
BETWEEN
GEORGIA WEST, LLC
AND
MONTGOMERY COUNTY, MARYLAND

DATED: February 21, 2013

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LEASE AGREEMENT

THIS AGREEMENT, entered into this 21st day of February, 2013, by and between, Georgia West, LLC, hereinafter jointly referred to as "Landlord" and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, ("Tenant" hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the LANDLORD is the contract purchaser of property located at 11435 Grandview Avenue, Wheaton, Montgomery County, Maryland (also identified as Lots sixteen (16) and nineteen (19) in Block forty-four (44) in the subdivision known as "Wheaton Hills" as recorded in Plat Book 49, at Plat No. 3833) and comprising approximately 8,574 square feet of space (the "Property"); and

WHEREAS, the COUNTY under authority of Article 25A of the Annotated Code of Maryland, has authority to acquire by purchase, lease, or otherwise, property required for and in furtherance of public purposes; and

WHEREAS, the COUNTY desires to operate a public fire and rescue station on the property; and

WHEREAS, the COUNTY has entered into this Lease agreement understanding that this is an above market rent; and

WHEREAS, the above market rent is a result of three factors which are as follows: 1) this public fire and rescue station use has severely restricted viable lease options in the area; 2) there is an extremely narrow mandatory geographic location for this temporary public fire and rescue station; and 3) the Lease is in the best business interests of the County because it enables the former to meet the State of Maryland's mandatory time constraints as it relates to the Georgia Avenue and Randolph Road intersection project; and

WHEREAS, appropriate notice of the terms of the proposed Lease has been made, in accordance with the provisions of Article 25A, 5(B) of the Annotated Code of Maryland;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties hereto mutually agree as follows:

1. LEASED PREMISES: Landlord does hereby lease and demise unto County the premises described as 11435 Grandview Avenue, Wheaton, Montgomery County, Maryland (also identified as Lots sixteen (16) and nineteen (19) in Block forty-four (44) in the subdivision known as "Wheaton Hills" as recorded in Plat Book 49, at Plat No. 3833) and comprising approximately 8,574 square feet of space, attached hereto as Exhibit "A" (the "Premises" or the "Leased Premises").

2. LEASE AND RENT COMMENCEMENT DATES: The Lease Commencement Date and the Rent Commencement Date shall be upon Landlord's delivery of keys to the Leased Premises to a designated official of the County, estimated to be on or about August 1, 2013.

3. LEASE TERM: The term of this Lease shall be two (2) years and five (5) months, commencing on the Lease Commencement Date, and terminating on that date which is two (2) years and five (5) months after the Lease Commencement Date.

4. LEASE EXPIRATION DATE ("LED"): That date which is two (2) years and five (5) months after the Lease Commencement Date.

5. OPTION TO RENEW: Provided that this Lease is in full force and effect and County is not in default under any of the terms, conditions or provisions hereof, County shall have an option to extend this Lease for two (2) additional periods of six (6) months (each additional period being hereinafter referred to as the "Renewal Period"). Each renewal option shall be exercisable by County giving written notice of the exercise of such renewal option to Landlord at least sixty (60) days prior to the expiration of the then-current Lease Term. In the event that County exercises the option to renew this Lease, then the Lease Term shall be extended accordingly upon the same terms, covenants and conditions as set forth in this Lease with respect to the original Lease Term as if the original term of this Lease included the exercised Renewal Period,

6. BASE RENT: Annual base rental payment for the first Lease year shall be TWO HUNDRED, NINETEEN THOUSAND AND NO/100 (\$219,000.00) DOLLARS payable in equal monthly installments of EIGHTEEN THOUSAND, TWO HUNDRED FIFTY AND 00/100 (\$18,250.00) DOLLARS ("Base Monthly Rent"). All payments are to be made in advance on the first day of each month during each lease year at the offices of Georgia West, LLC, c/o Greenhill Realty Company, 4901 Fairmont Avenue, Suite 200, Bethesda, Maryland 20814, or at such other location as may be from time to time directed by Landlord.

7. RENT ADJUSTMENT: It is agreed between the parties that the Base Rent payable by the County as set forth in Paragraph 6 hereinabove shall be adjusted at the beginning of the second (2nd) lease year, and on the first day of each lease year thereafter, based on an increase of three percent (3.0%) of the previous year's Base Rent.

8. REAL ESTATE TAXES:

(A) County agrees to pay to Landlord the real estate taxes which are levied or imposed by lawful taxing authorities against the land and improvements comprising the Leased Premises each year of the lease term.

(B) "Real estate taxes" shall be deemed to mean all taxes, rates and assessments, general and specific, levied or imposed with respect to the land and improvements comprising the Leased Premises, including all taxes, rates and assessments, general and specific, levied or imposed for schools, public betterment, general or local improvements and operations, and taxes imposed in connection with any special taxing district.

(C) Landlord shall forward to County an annual statement setting forth the amount of Real Estate taxes (as hereinbefore defined) levied or imposed against the land and improvements which comprise the Leased Premises within ten days of Landlord's receipt of the Real Estate tax billings. Landlord's annual statement to County shall contain copies of Real Estate tax billings. County shall pay to Landlord, upon receipt of the Landlord's statement, but in no event more than 30 days after receipt of Landlord's statement, the total amount of real estate taxes. County shall not be responsible for any late charges imposed against Landlord by the taxing authorities.

9. USE AND OCCUPANCY: County covenants and agrees that said Leased Premises shall be used and occupied only for the purposes of operation of a public fire and rescue station, and for other purposes not more hazardous or objectionable by reason of fire or otherwise. County shall have the right to occupy and use the Premises twenty-four hours a day, seven days a week.

10. ACCESS: County will allow Landlord or Landlord's agents to have access to the Leased Premises at all reasonable times for the purpose of inspection or in the event of fire or other Property damage, or for the purpose of performing any maintenance and repairs Landlord may consider necessary or desirable.

11. SERVICES: County shall provide at its sole cost and expense all utilities; housekeeping and janitorial services; trash, snow and ice removal; pest control; the repair and maintenance of mechanical, electrical and plumbing systems and fixtures, and all other routine maintenance and repairs to the Leased Premises and Property. Landlord shall be responsible for repairs to the roof, structure and foundation. Landlord shall also be responsible for "major repairs" to the mechanical, electrical and plumbing systems. "Major repair" is defined as any single repair to any of the foregoing building elements that cost in excess of \$2,500.00. Landlord, however, shall not be responsible for any major repair if the necessity of such repair is caused by the negligence of the County, or its employees, agents or invitees. In the event Landlord fails to respond in a reasonable period of time to correct major maintenance and repair problems, County shall have the right to correct these problems and deduct the cost thereof from the rent, provided that Landlord shall have the right to obtain its own cost estimate from a reputable and bondable contactor for the maintenance and repairs identified and corrected by County. If Landlord's cost estimate is less than the cost incurred by County, County may deduct only the amount of the Landlord's cost estimate from the rent.

12. TENANT IMPROVEMENTS: County shall retain the Leased Premises in its current "as-is", "where-is" condition. County, at County's sole cost and expense, shall modify the Leased Premises upon Landlord's written approval which shall not be unreasonably withheld, conditioned or delayed. County shall be held responsible for all costs associated with such modifications, including but not limited to consultants; space planning; architectural and engineering plans; permit fees; furniture, fixtures, and equipment; construction management fees for the County's consultants; American's with Disabilities Act, and fire, life, safety and building code requirements

13. ALTERATIONS: Except as otherwise contained herein, County will not make any alterations, additions, or improvements of a structural nature to the Premises without the Lessor's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. All alterations, additions, or improvements made by either of the parties hereto upon the Premises shall become the property of the Lessor and shall remain upon and be surrendered with the Premises at the termination of this lease. County shall with Lessor's written consent, have the privilege of installing any signs, fixtures, furniture or machinery necessary in the conduct of its business within the demised Premises, and the same shall remain the property of the County, and may be removed by County upon the termination of this lease. Notwithstanding any language to the contrary contained in the foregoing, County shall at its sole cost and expense, restore the Premises to the condition it was in at the time it assumed occupancy, normal wear and tear expected, if the Lessor shall so request, including the removal of any alterations, addition or improvement installed by County or at County's request, when County vacates.

14. NOTICE OF DEFECTS: County shall provide Landlord with prompt notice of accidents or damages to the Premises and prompt notice of any major repair that it desires to have Landlord undertake.

15. ASSIGNMENT AND SUBLEASING: County shall not have the right to transfer possession or occupancy of the Leased Premises, nor sublet or assign this lease to any person or persons without the written consent of the Landlord. The Landlord must be satisfied as to the desirability and

financial stability of the proposed sub-Tenant or assignee. Landlord's consent shall not be unreasonably or unduly withheld, conditioned, or delayed.

16. COUNTY'S PROPERTY DAMAGE AND LIABILITY INSURANCE:

(A) The County shall obtain and maintain, during the full term of this Lease and any extension thereof, a policy of public liability insurance with bodily injury limits of \$200,000 (two hundred thousand dollars) for injury (or death) to one person, \$500,000 (five hundred thousand dollars) per occurrence, and property damage insurance with a limit of two hundred thousand dollars (\$200,000). The County shall have the right to self-insure. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the Local Government Tort Claims Act, 1986 (LGTCOA), MD. Ann. Code, Cts & Jud. Proc. Sect. 5-301 et seq. (2006 Repl. Vol.) as amended. If the LGTCOA is amended to increase any of these limits, then the increased limits shall automatically apply to this Lease.

(B) The County agrees that it will not keep in or upon the Premises any article which may be prohibited by the standard form of fire or hazard insurance policy. In the event the County's occupancy causes any increase in the insurance premiums for the Premises or any part thereof, then the County shall pay the additional premiums as they become due.

(C) The County agrees to hold harmless the Landlord from and against any and all damages arising solely out of the County's use of the Premises which are caused by any negligent act or omission of the County, or its employees, except to the extent that claims arise from the negligent acts or omissions of the Landlord, the Landlord's employees, and contractors. Any indemnification given by the County is subject to the notice requirements and damages limitations stated in the County Indemnification Statutes, defined below, as amended from time to time.

(D) The Landlord will indemnify the County and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and for damage to property arising from or out of any occurrence upon or at the Premises, or the occupancy or use by the Landlord of the Premises or any part thereof including exterior areas, to the extent caused by any wrongful act or omission of the Landlord, its agents, contractors, or employees, excepting claims arising out of the negligent acts or omissions of the County or the County's employees. The Landlord shall indemnify the County against any penalty, damage or charge incurred or imposed by reason of the Landlord's violation of any law or ordinance.

(E) Notwithstanding anything in this Lease to the contrary, the County further agrees that all personal-property in the Premises shall be and remain at the County's sole risk, and the Landlord shall not be liable for any damage to or loss of such personal property except to the degree damage arises out of the wrongful acts or omission of the Landlord, Landlord's agents, contractors or employees.

(F) Not later than thirty (30) days following execution of this Lease, the County will deliver to the Landlord a certificate of insurance for the coverage specified, above.

(G) Any obligation or liability of the County arising in any way from this Lease is subject to, limited by, and contingent upon the appropriation and availability of funds. Any indemnification given by the County in this Lease is limited by the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., and Cts. & Jud. Proc. §§ 5-301, et seq. (2006) Repl. Vol.) (the "LGTCOA"); Md. Code Ann. Art. 25A, §1A (2011 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2006 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-504 (2006 Repl. Vol.); and Md. Code Ann. Cts & Jud. Proc. § 5-604 (2006 Repl. Vol.) (together the "County Indemnification Statutes"), all as amended from time to time, and any indemnification given by the

County in this Lease is not intended to create any rights or causes of action in any third parties nor to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

17. LANDLORD'S PROPERTY DAMAGE AND LIABILITY INSURANCE:

(A) The Landlord shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of general liability insurance with limits of Three million dollars (\$3,000,000) including fire legal liability, contractual liability, products and completed operations, and personal injury.

(B) The Landlord shall carry an All Risk Property Policy to protect against loss caused by the perils insured in the amount of 100 percent of the insurable value of the property. The policy shall also endorse a demolition and clearing clause, extra expense and loss of use coverage.

(C) The Landlord shall provide a certificate of insurance evidencing the coverage described above not later than within thirty (30) days following the execution of this Lease. Within thirty (30) days of receipt of Landlord's written invoice for insurance, the County shall promptly pay the invoice to Landlord.

18. DESTRUCTION OF PREMISES: If during the term of this lease the building is so damaged by fire and or otherwise that the Leased Premises are rendered wholly unfit for occupancy and the Leased Premises cannot be repaired within ninety (90) days from the event of such injury, then this lease shall cease and terminate from the date of said injury, provided that the Tenant is given written notice within (30) days after said casualty. In such case, County shall pay rent apportioned to the date of such damages and shall surrender the Leased Premises to the Landlord. If the casualty is such that the Leased Premises can be repaired within ninety (90) days thereafter, Landlord shall enter and repair at Landlord's expense, within reasonable promptitude, and this lease shall not be affected except that rent shall be abated while such repairs are being made. In case of damage(s) which shall not render the Leased Premises unfit for occupancy, this lease shall not be affected, but Landlord may enter upon, and shall repair the said Premises with reasonable promptitude.

19. DELIVERY OF THE PREMISES: County covenants, at the expiration or other termination of this lease, to remove all goods and effects from the Leased Premises not the property of Landlord, and to yield to Landlord the Leased Premises and all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to County), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk to which County is not herein expressly made liable excepted.

20. DEFAULT:

(A) By County: If the rent, or any installment thereof, shall remain unpaid after it becomes due and payable, within ten (10) days after written notice having been made to the County for same, or if County or his assigns shall fail or neglect to keep and perform each and every one of the terms of this lease, and such failure to neglect continues for more than thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence), after written notice from the Landlord specifying the default, then at the option of the Landlord, the County's right of possession shall thereupon end and the Landlord and his assigns may proceed to recover possession under the laws of Maryland. Landlord shall also have the option of terminating the lease and may avail himself of any and all other legal remedies available to Landlord.

(B) By Landlord: If the Landlord or his assigns shall fail or neglect to keep and perform each and every one of the covenants, conditions, and agreements contained herein, and such failure or neglect is not remedied within thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence) after written notice from the County of his assigns specifying the default, then the County or his assigns, at County's options may terminate this lease and/or pursue any legal remedies available to County.

21. HOLDOVER: If County continues, with the knowledge and written consent of Landlord obtained at least thirty (30) days prior to the expiration of the Lease Term, to remain in the Demised Premises after the expiration of the Lease Term, and in that event, County shall, by virtue of this agreement become a tenant by the month at Base Monthly Rent which is one hundred six percent (106%) the Base Monthly Rent applicable to the last month of the Lease Term, and otherwise subject to the terms, covenants and conditions herein specified, commencing said monthly tenancy with the first day next after the end of the Lease Term.

Notwithstanding anything to the contrary contained in above, provided that County gives Landlord no less than sixty (60) days' prior written notice of its intent to holdover, for the first six (6) months of the holdover period, County's holdover rent shall be an amount equal to one hundred three percent (103%) of the Base Monthly Rent applicable to the last month of the Lease Term, and otherwise subject to the terms, covenants and conditions herein specified.

22. QUIET POSSESSION: Contingent on the performance of all covenants, conditions and agreements herein contained to be performed on County's part, County shall at all times during the term of this lease have the peaceable and quiet enjoyment and possession of the Leased Premises for the purposes herein cited.

23. STATUTORY PROVISIONS: It is understood, agreed and covenanted by and between the parties hereto that the Landlord and Tenant, each at his own expense, will promptly comply with, observe and perform all of the requirements of all the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by Federal Government, State of Maryland, Montgomery County Government, or Montgomery County Fire Marshal's Office, and whether required of the Landlord of the Tenant.

24. WAIVER: The waiver at any time by the Landlord or Tenant of any particular covenant or condition of this lease shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever.

25. NON-DISCRIMINATION: The Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other federal, state, and local laws, rules, and regulations regarding discrimination. By signing this Lease, the Landlord assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

26. NON-APPROPRIATION: Landlord acknowledges that the County has appropriated funds only for payment of rent for the first year of the term of this Lease. Landlord further acknowledges and agrees that the County's obligations under the Lease, to pay rent in future years, is subject to the appropriation of funding for such purpose in future years by the County. The term County, as used herein, includes the County Executive, the County Council, and all County employees

and agents of the County. The County makes no warranty, guarantee, or representation and undertakes no obligation to request or obtain an appropriation of funds in future years for payment of rent. Landlord acknowledges and agrees that the County's budget constitutes an executive and legislative function that cannot be contracted away. The Landlord irrevocably waives any claim against the County for unpaid rent or other damages which occur after the date of non-appropriation, if funds are not appropriated in future years for payment of rent, including any claim that the failure to appropriate such funds constitutes a breach of any express or implied covenant of good faith and fair dealing or any other implied obligation on the part of the County to appropriate funds. Landlord does not waive any claims which arise from the County's performance of its obligations under the Lease prior to the date of non-appropriation.

If the County, in its sole discretion, elects not to appropriate funds for payment of rent in future years of this Lease, then this Lease shall automatically terminate at 11:59 p.m. on the last day for which funding is appropriated.

The County's fiscal year begins July 1 and ends June 30. It is anticipated that the final action on the County's budget will take place each May, for the upcoming fiscal year, between the 15th and 31st of the month. The County shall give the Landlord notice, in writing, seven (7) business days after the County makes a final decision not to appropriate funds sufficient for the County to pay rent for a full fiscal year under this Lease. Such notice will clearly state the number of months, if any, in the upcoming fiscal year for which the County has appropriated funds sufficient to pay rent and will state the date by which the County will vacate the Leased Premises. If this Lease is terminated under this section, the Landlord, in addition to waiving all claims for any damages, shall not be entitled to reimbursement of any kind, whether for the cost of unamortized build-out, fit, finishes, or for rent abatement, or other expenses incurred by Landlord under this Lease.

27. CONTRACT SOLICITATION: Each party represents that it has not retained anyone to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and the parties agree to indemnify each other against any and all claims for brokerage fees or commissions made by any broker in connection with this transaction.

28. PUBLIC EMPLOYMENT: Landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code (2004), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

29. CONDEMNATION: In the event that the Leased Premises, or any part thereof, or more than twenty-five percent (25%) of the building of which the Leased Premises are a part is taken or condemned for public use or purpose by any competent authority, County shall have no claim against the Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the County to damages therefore, if any, are hereby assigned by the County to the Landlord. Upon such condemnation or taking, the term of this lease shall cease and terminate from the date of such governmental taking or condemnation and the County shall have no claim against the Landlord for the value of any unexpired term of this lease. The foregoing notwithstanding, County shall be entitled to claim, prove and receive in the condemnation proceedings such awards as may be allowed for relocation expenses and for fixtures and other equipment installed by County which shall not, under the terms of this Lease, be or become the property of Landlord at the termination hereof, but only if such an award is made by condemning authorities in addition to and stated separately from the award made for the land and the building or parts thereof so taken.

30. SUBORDINATION: The County agrees that this Lease shall be subordinate to any mortgages or deeds of trust that may hereafter be placed upon the Leased Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacement and extensions thereof, provided the mortgagee or trustee named in said mortgages or deeds of trust shall agree to recognize this Lease and the rights of the County hereunder. If any person shall succeed to all or part of Landlord's interest in the Leased Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of Lease or otherwise, the County shall, without charge, attorn to such successor-in-interest upon written request from Landlord, using the form attached hereto as Lease Exhibit "B", Lease Subordination, Non-Disturbance and Attornment Agreement.

31. ATTORNMENT: If Landlord's interest in the Premises is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee or purchaser at a foreclosure sale, then County shall upon request, attorn to such transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as Landlord under this Lease, provided such transferee or successor accepts the Premises subject to this Lease.

32. ESTOPPEL CERTIFICATE: County shall, at any time and from time to time, upon not less than fifteen (15) business days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a written statement substantially in the form of Exhibit "C".

33. STATE LAW: This Lease shall be interpreted in accordance with the laws of the State of Maryland and any dispute between the Parties shall be resolved in the court of proper jurisdiction located in Montgomery County Maryland.

34. INVALIDITY OF PARTICULAR PROVISIONS: If any term, covenant, condition, or provision of this Lease, or its application to any person or circumstance shall, at any time or to any extent, be held to be invalid or unenforceable, then the balance of the Lease shall (except to the extent such result materially changes the obligations or expectations of the Parties under the terms of this Lease) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

35. BENEFIT AND BURDEN: The provisions of this lease shall be binding upon, and shall inure to the benefit of the parties hereto and each of their respective representatives, successors and assigns.

36. ENTIRE AGREEMENT: It is further understood and agreed that this instrument contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing duly executed by the parties hereto.

37. MAIL NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail, addressed as follows:

LANDLORD:

Georgia West, LLC
c/o Greenhill Realty Company
4901 Fairmont Avenue, Suite 200
Bethesda, MD 20814

TENANT:

Montgomery County Government
Dept. of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, MD 20850

With a copy, that does not constitute notice
to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850

Attention: County Attorney

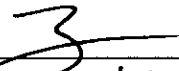
(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed.

WITNESS:

By: 

LANDLORD:
GEORGIA WEST, LLC


By: 
Name: Leonard A. Greenberg
Title: Trustee

Date: 2/21/13

WITNESS:

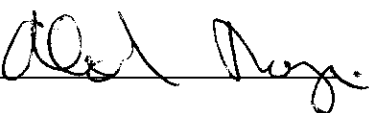
By: 

TENANT:
MONTGOMERY COUNTY,
MARYLAND

By: 
Name: Ramona Bell-Pearson
Title: Assistant Chief
Administrative Officer

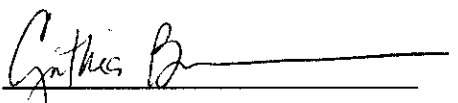
Date: February 19, 2013

APPROVED AS TO FORM & LEGALITY
COUNTY ATTORNEY'S OFFICE

By: 

Date: 2/19/13

RECOMMENDED BY:

By: 
Name: Cynthia Brenneman
Title: Director of Real Estate

Date: 2/15/13

EXHIBIT A
Description of Leased Premises

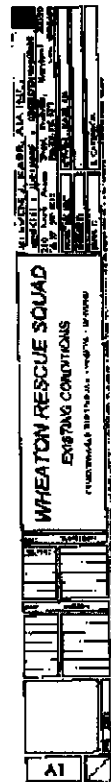
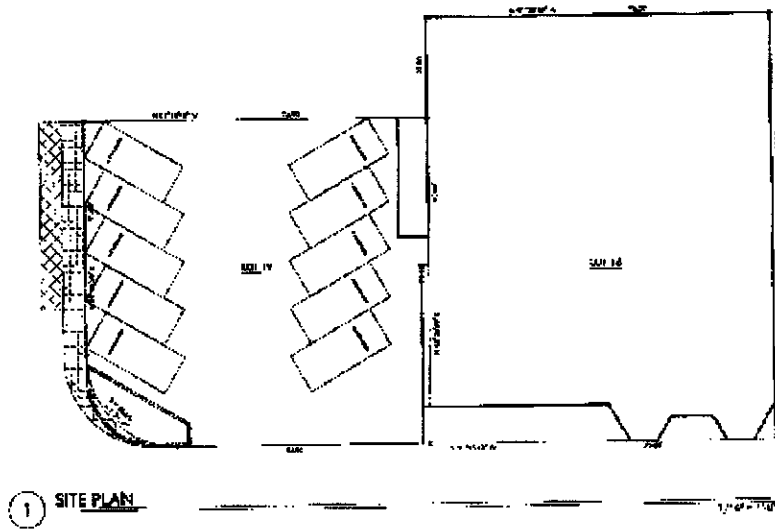


EXHIBIT B

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") made this _____ day of _____, 20__ among _____ (the "Lender"), with an address at _____, _____, _____ ("Landlord"), with an address at _____, _____, _____, and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "Tenant"), with an address at _____ (the Lender, the Landlord, and the Tenant together the "Parties").

RECITALS

A. WHEREAS, Landlord and Tenant entered into a Lease Agreement dated _____ as amended by the _____ (the "Lease"), whereby Tenant leased from Landlord those certain premises, containing approximately _____ (_____) square feet ("Leased Premises") located with an address at _____ and more particularly described on **EXHIBIT A**, attached and incorporated as if fully set forth (the "Property").

B. Lender and the Landlord have represented to the Tenant that the Lender will make a loan to the Landlord in the principal amount not to exceed _____ (\$_____) (the "Loan"), secured by a mortgage or deed of trust which will be recorded among the Land Records for Montgomery County, Maryland, and which may be amended or modified from time to time (the "Mortgage") and an assignment of leases and rents from the Landlord to the Lender, which covers the Property, including the Leased Premises.

C. Tenant has agreed that the Lease shall be subject to and subordinate to the Mortgage held by the Lender, provided Tenant is assured of continued occupancy of the Premises under the Terms of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants made among the Parties in this Agreement and the payment of the sum of \$10.00 by the Lender to the Tenant, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Subordination and Consent. The Parties agree that the Lease is and shall continue to be subject and subordinate to the Mortgage and to any renewals, modifications, consolidations, replacements and extensions of the Mortgage and to all advances made under the Mortgage. Tenant acknowledges that Landlord will execute and deliver to the Lender an assignment of the Lease as security for the Loan, and Tenant expressly consents to the assignment. Tenant agrees that if there is a default by the Landlord in performance of the terms of the Loan that Lender may, at Lender's option, demand in writing sent to the Tenant by first class mail, postage prepaid and certified mail to the address provided below, that all payments of rent and additional rent due under the Lease must be paid directly by Tenant to the Lender at the address specified below or as otherwise specified in writing by the Lender to the Tenant. Tenant agrees that not more than 30 days after receiving the Lender's written demand for payment of rent directly to the Lender that Tenant will remit all payments of rent and additional rent due under the Lease to the Lender at the address provided by the Lender in writing. THE PARTIES AGREE THAT PAYMENTS MADE TO LENDER IN ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE AND THIS AGREEMENT WILL CONSTITUTE PERFORMANCE OF THE TENANT'S PAYMENT OBLIGATIONS UNDER THE LEASE, AND THAT NEITHER THE LANDLORD NOR THE LENDER WILL HAVE ANY CLAIMS AGAINST THE COUNTY FOR ANY RENT, ADDITIONAL RENT, OR OTHER PAYMENTS MADE BY TENANT IN CONFORMANCE WITH THE TERMS OF THE LEASE AND THIS AGREEMENT AT THE WRITTEN DIRECTION OF THE LENDER. The Landlord and the Lender fully indemnify the Tenant for any such payments made under this Paragraph, and the Lender will provide a defense to any claim for payment made by the Landlord or any party claiming through the Landlord for payments made by Tenant to the Lender under this Agreement.

2. Nondisturbance. The Lender agrees with the Tenant that, in the event that the Lender becomes the fee simple owner of the Property, so long as Tenant complies with and performs all of Tenant's material obligations under the Lease, (a) the Lease will remain in full force and effect as a direct Lease between the Lender, including the Lender's successors and assigns, and the Tenant, subject to all of the terms, covenants and conditions of the Lease, for the balance of the Lease Term, and that Lender and Lender's successors and assigns will not disturb Tenant's possession of the Leased

Premises, and (b) the Lender and the Lender's successors and assigns will recognize Tenant as the tenant of the Leased Premises for the remainder of the Lease Term in accordance with the provisions of the Lease. THE PARTIES AGREE THAT IF THE LENDER OR THE LENDER'S SUCCESSORS OR ASSIGNS BECOMES THE FEE SIMPLE OWNER OF THE PROPERTY, LENDER WILL NOT BE: (I) SUBJECT TO ANY CLAIMS, OFFSETS, OR DEFENSES WHICH TENANT MIGHT HAVE AGAINST LANDLORD; OR (II) LIABLE FOR ANY ACT OR OMISSION OF LANDLORD; OR (III) BOUND BY ANY RENT OR ADDITIONAL RENT PAID MORE THAN ONE MONTH IN ADVANCE OR ANY SECURITY DEPOSIT OR OTHER PREPAID CHARGE PAID TO LANDLORD; OR (IV) BOUND BY ANY AMENDMENT OR MODIFICATION OF THE LEASE UNLESS WRITTEN NOTICE OF THE AMENDMENT OR MODIFICATION WAS PROVIDED TO THE LENDER IN ADVANCE.

3. Attornment. The Tenant agrees that if Lender becomes the fee simple owner of the Property and provides the Tenant with written notice of the change in ownership, the Tenant will attorn to and recognize Lender or Lender's successors or assigns as the landlord under the Lease for the remainder of the Lease Term, and the Tenant will perform all of its obligations under the Lease.

4. Lender's Option to Cure Lease Defaults. If Landlord fails to perform or observe any of the terms, conditions, or agreements in the Lease, Tenant will give written notice to the Lender and the Lender will have the right, but not the obligation, to cure the default or defaults on behalf of the Landlord. Tenant will not terminate or rescind the Lease or withhold payments of rent or additional rent under the Lease for a period of 30 days following receipt of written notice from the Lender of Lender's intention to cure the default so long as the Lender proceeds to promptly cure the default. If Lender acts promptly upon notice from the Tenant to cure the default and, despite the Lender's prompt, diligent, and continuous efforts to cure the default Lender is unable to complete the cure within 30 days, then the Lender and the Tenant may agree that the time within which the cure must be completed may be extended for a reasonable period of time not to exceed 60 days as may be necessary for the Lender to complete the cure.

5. Obligations and Liability of Lender. Unless otherwise agreed in writing, the Lender shall have no obligations under the Lease unless Lender becomes the fee simple owner of the Property. So long as the Lender remains a mortgagee with bare legal title to the Property securing repayment of the Loan to the Landlord, then the Lender is not responsible for any of Landlord's obligations under the Lease other than the Lender's voluntary efforts to cure defaults as provided above in this Agreement. If Lender becomes the fee simple owner of the Property, then Lender will step into the shoes of the Landlord with respect to the Landlord's obligations under the Lease until such time as the Lender transfers fee simple ownership of the Property to a new owner, who will assume all of Landlord's obligations under the Lease.

6. Severability. If any provision of this Agreement is found by a court to be unenforceable, then all provisions not invalidated or found by the court to be unenforceable will remain in full force and effect.

7. Governing Law and Choice of Forum. This Agreement is governed by and must be construed under the laws of the State of Maryland without regard to conflicts of laws principles. Any claim or action to enforce, interpret, or invalidate this Agreement must be filed and maintained in a court of competent jurisdiction located in Montgomery County, Maryland.

8. Notices. All notices required to be given under this Agreement will be deemed to be satisfactorily given if mailed, first class, postage prepaid and certified with return receipt or hand delivered by a nationally recognized receipted delivery service to:

If to the Lender, to: _____

If to the Landlord, to: _____

If to the County, to: _____

With a copy to: Montgomery County Government
Department of General Services
101 Monroe Street, 9th Floor
Rockville, MD 20850
Attn: Director, Office of Real Estate

with a copy that does
not constitute notice to: Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850
Attn: County Attorney

Notices will be deemed effective three (3) business days following deposit of first class and certified mail copies with the U.S. Postal Service or on the first business day following hand delivery to the addressee. Parties must provide written notice of address changes to all other Parties as provided in this Paragraph. Any notice of address change provided as required in this Paragraph will be effective 30 days after it is deemed to be effective.

9. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties, their successors, and assigns.

10. Tenant's Personal Property. The Mortgage may not, under any circumstances, be construed to encumber any of Tenant's moveable trade fixtures, business equipment, furniture, signs, or other personal property placed or kept at any time on the Leased Premises.

11. Headings. The headings and captions used in this Agreement are for convenience only, and shall not affect interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this document effective the date first written above.

LENDER:

By: _____

Printed Name: _____

Date: _____

LANDLORD:

By: _____

Printed Name: _____

Date: _____

TENANT:
MONTGOMERY COUNTY, MARYLAND

By: _____
Ramona Bell Pearson
Assistant Chief Administrative Officer

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY
By: _____

RECOMMENDED:
By: _____
Cynthia Brenneman, Director
Office of Real Estate

EXHIBIT C

TENANT ESTOPPEL CERTIFICATE

Re: Agreement of Lease dated _____ and as amended on _____ ("Lease"), executed by and between _____ ("Landlord"), and Montgomery County, Maryland ("Tenant") for leasing a certain premises containing approximately _____ (_____) square feet ("Leased Premises") with an address at _____ ("Property").

Landlord has requested that the County provide Landlord with an Estoppel Certificate as permitted from time to time under the terms of the above-referenced Lease. The County hereby acknowledges the following:

- (1) The Lease and all amendments to the Lease attached as Exhibit "A" is a true, correct, and complete copy of the Lease, as amended; is in full force and effect; and has not been modified, supplemented, or amended in any way other than in writing attached as part of Exhibit A. The Lease as amended in Exhibit A represents the entire agreement between the Landlord and Tenant as to the Premises or any part of the Premises.
- (2) The Lease Term shall commence upon Landlord's delivery of keys to the Leased Premises to a designated official of the County, estimated to be on or about August 1, 2013 as defined in the Lease. The current term of the Lease will expire two (2) years and five (5) months after the Lease Commencement Date (as defined in the Lease). The Lease provides for two (2) extensions of the Lease for a period of six (6) months each.
- (3) The Tenant shall commence the payment of rent under the Lease on the "Rent Commencement Date" (as such term is defined in the Lease). The initial annual net rent payable by the Tenant under the Lease is equal to Two Hundred, Nineteen Thousand and 00/100 Dollars (\$219,000.00). No rent under the Lease has been or will be paid more than thirty (30) days in advance of its due date.
- (4) The County paid no security deposit under the terms of the Lease.
- (5) The Lease represents the entire agreement between the Tenant and the Landlord with respect to the leasing of the Leased Premises, including, but not limited to, all understandings and agreements relating to the construction or installation of any leasehold improvements by the Landlord, and to the conditions precedent to the occupancy of the Leased Premises by the Tenant.
- (6) As of the date that this Certificate is issued by the County, the County has no knowledge of any default by Landlord other than those specified in Exhibit B, attached. As of the date that this Certificate is issued by the County, the County has no knowledge of any offset, defense, deduction or claim against Landlord other than those listed in Exhibit B, attached.
- (7) The County is not in default under the Lease.
- (8) The County has not assigned the Lease or sublet all or any portion of the Premises, except as listed in Exhibit C, attached. Any sublease or assignment documents are attached as part of Exhibit C.
- (9) Any notices to be sent to the County should be sent in the form required in the Lease to:

Montgomery County, Maryland
Office of Real Estate
101 Monroe Street
9th Floor
Rockville, MD 20850

With a copy that does not constitute notice to:

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850
Attn: County Attorney

(10) The undersigned is duly authorized to execute this Certificate.

TENANT:
MONTGOMERY COUNTY, MARYLAND, a
body corporate and politic

By: _____
Ramona Bell-Pearson, Assistant Chief
Administrative Officer

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: _____

By: _____
Cynthia Brenneman, Director
Office of Real Estate

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this ____ day of _____, 20____, before me, a notary public in and for the State of Maryland, personally appeared _____, who acknowledged herself/himself to be the managing member/authorized person of _____, and that she/he, as managing member/authorized person, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself/herself as managing member/authorized person of _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires On:
